

Payment Agreement Policy For The Loudoun County General District Court

Revised October 2, 2017

1. **Everyone Gets 30 days to Pay.** If you cannot pay your fines and/or court costs on the trial date, you will automatically have 30 days to pay the amount in full with no additional fees assessed, except the 4% convenience fee, if you use a credit or debit card.
2. **Payment Agreements are Available.** If you need more than 30 days, you may enter into either a Deferred Payment Agreement, a Modified Deferred Payment Agreement or an Installment Payment Agreement on your trial date or within 30 days. In the event you do not enter into a payment agreement within 30 days, interest will be added and a down payment may be required as set forth below.
3. **Payment Agreement Fee.** For any payment agreement, you pay a one-time fee of \$10.00, if your costs and fines have not been paid within 90 days.
4. **Deferred Payment Agreements.** Under this agreement, you agree to pay the full amount due at the end of the stated term and no installment payments are required.
5. **Installment Payment Agreements.** Under this agreement, you agree to pay in monthly or other periodic payments, until the full amount due is paid in full. Installment agreements are available as follows:
 - a. If you owe \$500.00 or less, a down payment of ten percent (10%) of the amount due shall be paid.
 - b. If you owe more than \$500.00, a down payment of five percent (5%) of the amount due or \$50, whichever is greater, shall be paid.
6. **Modified Deferred Payment Agreement.** Under this agreement, you agree to use best efforts to make monthly or other periodic payments.
7. **Length of Time for Payment Agreements.** In determining the length of time to pay under a deferred, modified deferred or installment payment agreement, the Court shall take into account your financial resources and obligations, including any fines and costs you owe in other courts. In assessing your ability to pay, the Court shall use a written financial statement on a form provided by the Supreme Court or conduct an oral examination. The Court may require that you present a compliance summary prepared by the Department of Motor Vehicles which sets forth other courts in which you owe fines and costs.
8. **Modification of Deferred, Modified Deferred or Installment Payment Agreements during the Term of the Agreement.** At any time during the term of the deferred, modified deferred or installment payment agreement, you may request a modification of the agreement in writing on a form provided by the Supreme Court and the Court may grant such modification based on a good faith showing of need. You must apply for a modification before the payment agreement ends.
9. **Re-entry into a Deferred, Modified Deferred or Installment Agreement after Default.**
 - a. If you fail to pay or arrange a Payment Agreement within the first 30 days after the trial, you are in default.
 - b. If you have a Deferred or Modified Deferred Agreement and you fail to pay in full, as agreed, before the agreement ends you are in default.
 - c. If you have an Installment Agreement and you fail to pay any installment on or before the due date, you are in default.
 - d. As a result of any default, your payment agreement shall be terminated, your driving privileges will be suspended and a down payment shall be required to enter into another payment agreement.
 - e. After a default, the Court shall consider a request to enter into a subsequent payment agreement. The Court shall consider any change in your circumstances. A down payment shall be required for a subsequent payment agreement, provided that (i) if the full amount due is \$500 or less, the required down payment shall not exceed ten percent (10%) of the amount due or (ii) if the full amount due is more than \$500, the required down payment shall not exceed five percent (5%) of the full amount due or \$50, whichever is greater.
 - f. After a default resulting in suspension of your driving privileges, you must pay the Reinstatement Fee to the Division of Motor Vehicles (DMV).
10. **Change of Address.** You must inform the Court promptly of any change of address during the term of any payment agreement.
11. **Methods of Payment.** The Court accepts cash, personal checks, money orders and MasterCard, Discover and VISA debit and credit cards. If you use a debit or credit card, a 4% convenience fee is added to each payment. Do not send cash by mail.
12. **Community Service-Fine Option Plan.** If you are unable to pay a fine and/or court costs, you may apply to the Court for the Fine Option Plan and perform community service in lieu of paying fines and/or costs. Community service is never allowed as a substitute for restitution (money owed to a victim of a crime). To apply to perform community service, you must submit a motion to the Court on or within 30 days after your trial date. If approved by the Court, community service must be performed on time within the time period and at the rate provided in the plan. Credit will be applied at the minimum wage in Virginia (currently \$7.25 per hour). Community service is supervised by a probation officer with the office of Community Corrections (CCP). Only one opportunity will be allowed for community service during any one-year period. At the time of approval of the Fine Option Plan, you shall sign Form DC-210, Time to Pay Agreement. If you default on the Fine Option Plan and do not otherwise pay your fines and/or costs, your driving privileges will be suspended.

ORDER: The above policies are revised and adopted for the Loudoun County General District Court as of October 2, 2017.


Deborah C. Welsh, Chief Judge